



RESOLUTION
(19- 2014)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER IN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM, CITY OF TROUTDALE, AND MULTNOMAH COUNTY SHERIFF'S OFFICE FOR THE EAST METRO GANG ENFORCEMENT TEAM (EMGET).

WHEREAS, the East Metro Gang Enforcement Team (EMGET) was first formally established in April 2005 by grant dollars from the State of Oregon to establish a joint cooperative operation unit to investigate criminal street gang activity; and


WHEREAS, EMGET functions as an organized law enforcement team to address and reduce crime by devising coordinated activities and effective responses to reduce its impacts and effects on the citizens, schools, businesses, and neighborhoods in the cities of Gresham, Fairview, Troutdale, and Multnomah County; and

WHEREAS, the City Council finds it to be a benefit to the City of Fairview and its citizens to continue its participation with EMGET and directs the City Administrator to sign the proposed IGA as attached as Exhibit A with a term date of June 30, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:

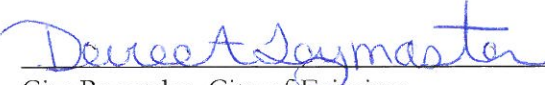
- Section 1** The City Council hereby authorizes the City Administrator to enter into the Intergovernmental Agreement attached as Exhibit A, with the City of Gresham, City of Troutdale, and Multnomah County Sheriff's Office for participation in the inter-agency law enforcement East Metro Gang Enforcement Team.
- Section 2** This resolution is and shall be effective from and after its' passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 2nd day of April, 2014.



Mayor, City of Fairview
Mike Weatherby

ATTEST



City Recorder, City of Fairview
Devree Leymaster

**INTERGOVERNMENTAL AGREEMENT
CITY OF GRESHAM CONTRACT NO. _____**

This Intergovernmental Agreement (hereinafter referred to as "Agreement") is entered into between the **CITY OF GRESHAM** (hereinafter referred to as "GRESHAM"), the **CITY OF FAIRVIEW**, (hereinafter referred to as FAIRVIEW), the **CITY OF TROUTDALE** (hereinafter referred to as "TROUTDALE"), and **MULTNOMAH COUNTY'S SHERRIF'S OFFICE** (hereinafter referred to as "MULTNOMAH COUNTY"). GRESHAM, FAIRVIEW, TROUTDALE, AND MULTNOMAH COUNTY are sometimes referred to collectively as the "PARTICIPATING AGENCIES" or individually as a "PARTICIPATING AGENCY."

RECITALS

WHEREAS, the PARTICIPATING AGENCIES are units of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq;

WHEREAS, the participating agencies believe it would be beneficial to establish a joint cooperative operation unit that shall be responsible for the investigation of criminal street gang activity and other investigations needing specialized personnel and equipment;

WHEREAS, East Metro Gang Enforcement Team (EMGET), which was formally established in April 2005, is comprised of selected members of the city police departments of Gresham, Fairview, Troutdale, and Multnomah County Sheriff's Office;

WHEREAS, EMGET functions as an organized law enforcement team to address and reduce crime by devising coordinated activities and effective responses to reduce its impact and effects on the citizens, schools, businesses and neighborhoods in the cities of Gresham, Fairview, Troutdale, Wood Village and adjoining unincorporated areas of East Multnomah County. Through joint law enforcement presence and implementation of operational strategies and tactics, EMGET strives to reduce the amount of gang violence and criminal activity and improve the quality of life in the neighborhoods and communities of East Multnomah County; and

WHEREAS, Multnomah County, acting by and through its Department of Community Justice, has granted funds to GRESHAM to support the joint cooperative operation of EMGET and GRESHAM is responsible for administering the payment of funds to TROUTDALE and FAIRVIEW; Multnomah County, acting by and through its Department of Community Justice, has agreed to pay MULTNOMAH COUNTY for costs related to its participation in EMGET;

NOW THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS Chapter 190, the PARTICIPATING PARTIES agree to be bound as follows:

TERM

1. The term of this agreement shall be from July 1, 2013 to June 30, 2015.

PERSONNEL MATTERS

2. The below personnel assigned from each jurisdiction shall be referred to as an "EMGET member."
 - a. GRESHAM agrees to assign one (1) Gresham Police Sergeant and two (2) Gresham Police Officers to EMGET.
 - b. FAIRVIEW agrees to assign one (1) Fairview Police Officer to EMGET.
 - c. TROUTDALE agrees to assign one (1) Troutdale Police Officer to EMGET; and
 - d. MULTNOMAH COUNTY agrees to assign two (2) Multnomah County Sheriff Deputies to EMGET.
3. All EMGET members shall be sworn Oregon Department of Public Safety Standards and Training (DPSST) certified police officers, deputies, or sergeants. The normal shift hours, and days, will depend on call load, mission requirements, and will be determined by the EMGET Sergeant with input from the other departments if there are specific issues in their jurisdictions.
4. All PARTICIPATING AGENCIES acknowledge that the assigned EMGET member(s) will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence and administrative leave. All PARTICIPATING AGENCIES also acknowledge that some employee leave of absences are a result of paid leave that the EMGET member has earned and is entitled to take and that some employee's absence are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing, the PARTICIPATING AGENCIES agree:
 - a. All PARTICIPATING AGENCIES will not be responsible or otherwise obligated to replace an assigned EMGET member who is absent due to: 1) paid accrued leave, including but not limited to: vacation, holiday, sick leave; 2) participation in training directly related to EMGET; or participation in police actions or emergencies which require additional officers/deputies from support units to meet operational needs.
 - b. All PARTICIPATING AGENCIES agree that the assigned EMGET member(s) scheduled time off for vacations and trainings will be with the knowledge and consent of the EMGET sergeant and their respective agencies. GRESHAM shall provide verification of time worked, leave taken and training attended by each agencies EMGET member upon request.

5. All PARTICIPATING AGENCIES agree that the EMGET sergeant shall be the sergeant assigned from GRESHAM.
6. All PARTICIPATING AGENCIES recognize it is essential that the personnel in the EMGET be compatible to ensure effective operation. The decision of which officer/deputy ultimately is appointed to the EMGET shall rest with the respective agency, after consultation with the EMGET sergeant.
7. All PARTICIPATING AGENCIES agree that the assigned EMGET personnel shall be and remain employees of their respective agencies. The EMGET sergeant shall supervise all personnel assigned to EMGET.
8. CONFLICTS. CONFLICTS. Whenever an EMGET member is participating in an EMGET action pursuant to this Agreement, the EMGET member shall abide by and be subject to the rules and regulations, personnel and general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of the EMGET sergeant, then such rule, regulation, policy, general order or procedure of the EMGET member's agency shall control and shall supersede the direct order.
9. The EMGET sergeant will be responsible for necessary personnel evaluations and routine administrative reports for all participants assigned to EMGET. Evaluations of EMGET personnel will be forwarded to their respective command staff for review, comments and additional information as necessary. The EMGET member must promptly notify the EMGET sergeant that the direct order conflicts with the EMGET members rules, regulations, policies general orders, or procedures.
10. If it is determined by the EMGET sergeant that a member of EMGET needs to be replaced to ensure the effective operations of the EMGET team, the EMGET sergeant shall immediately notify the command staff of both GRESHAM and the member's respective agency for appropriate action. The PARTICIPATING AGENCIES agree that any determinations by the EMGET sergeant as to replacement of EMGET members will be made after consultation with the relevant PARTICIPATING AGENCY of the EMGET member sought to be replaced.

CONTRACT COSTS

11. GRESHAM agrees to pay Fairview and Troutdale for services under this Agreement not to exceed the amount specified in Exhibit A. Fairview and Troutdale agree to provide Gresham an expenditure report/invoice on a monthly basis as outlined in Exhibit A. Each invoice shall include the amount due and include sufficient information to enable the parties to identify the service being invoices. Invoices payments shall be payable as follows:

City of Fairview
Finance Department
1300 N.E. Village Street
Fairview, Oregon 97024

City of Troutdale
Finance Department
219 East Historic Columbia Highway
Troutdale, Oregon 97060

12. Costs incurred under this IGA will only cover base salaries and fringe benefits not to exceed the total amount reflected for each agency as illustrated in Exhibit A, and any approved training costs.

TRAINING

13. All EMGET sworn personnel may attend Gresham Police Department in-service training when offered.
14. Any training recommended by the EMGET sergeant shall be subject to approval by that member's agency, and all associated costs shall be borne by the PARTICIPATING AGENCY, except as provided in the paragraph below. Recommended training may include basic and advanced gang enforcement classes, the Northwest Gang Investigators conference, homicide investigation classes, rolling surveillance classes, outlaw motorcycle gangs training, and for Oregon Department of Justice conferences/training. Most of these training /classes /conferences are hosted locally; however, several can only be obtained out of state, or out of the local area.
15. Training shall only be reimbursed by GRESHAM, after a request has been submitted by a PARTICIPATING AGENCY in writing and approved by the EMGET Sergeant in writing. A training reimbursement request shall include the scope of the training, the date of the training, and the cost of the training.

OFFICE SPACE AND EQUIPMENT

16. GRESHAM agrees to provide sufficient office space for use of EMGET personnel, including the costs of utilities and telephone services, at a GRESHAM facility.
17. PARTICIPATING AGENCIES shall provide equipment including, but not limited to, police radio, duty weapon, ammunition, uniform and any other equipment and repair costs for the operation of the assigned vehicle.
18. Each PARTICIPATING AGENCIES if possible shall make available a fully equipped unmarked police vehicle, and pay all associated vehicle fuel, maintenance, and repair costs for the operation of the assigned vehicle. If not possible, GRESHAM will provide vehicles to drive during an EMGET member's assigned shifts.
19. All PARTICIPATING AGENCIES agree to provide all other related materials and services for their assigned EMGET member.

REPORTS

20. All EMGET incident / crime reports shall be written on GRESHAM Police report forms, and in the manner as outlined by the EMGET sergeant.
21. Once the EMGET sergeant has approved a report, a copy of the report shall be sent to the appropriate agency's jurisdiction where the incident occurred.
22. GRESHAM will create monthly reports that shall include, but not be limited to describing the number of:
 - a. Coordinated EMGET missions
 - b. criminal gang related contacts
 - c. number of weapons seized
 - d. number of arrests, and
 - e. number of EMGET cases referred to the Multnomah County District Attorney for prosecution.
23. Each EMGET agency shall receive a monthly report which shall include, but not be limited to the information described above.
24. Each EMGET agency shall have access to the records of the other parties related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

INDEMNIFICATION AND LIABILITY

25. Subject to the limitations of the Oregon Tort Claims Act, the Oregon Constitution and ORS 30.260 through 30.300, the PARTICIPATING AGENCIES agree to remain responsible for the actions of their own employees, and to indemnify, defend, and hold harmless each other agency's commissioners, officers, employees, and agents from all claims, suits actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of their assigned personnel acting pursuant to the terms of this Agreement. This Agreement to defend and indemnify does not apply if, after investigation it is determined that the claim or demand does not arise out of an alleged act, error, or omission occurring in the performance of this Agreement, or that the act, error or omission complained of amounted to malfeasance in office or willful or wanton neglect of duty.

INSURANCE

26. PARTICIPATING AGENCIES shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

DISPUTE RESOLUTION

27. While the PARTICIPATING AGENCIES have attempted to make an Agreement anticipating and addressing their concerns, the PARTICIPATING AGENCIES acknowledge the possibility that a claim, controversy, or dispute may arise out of this Agreement. The PARTICIPATING AGENCIES agree that each PARTICIPATING AGENCY has an obligation and affirmative duty to make a good faith effort to resolve any claims controversy or dispute, including the giving of timely, written notification thereof to the other party.
28. The PARTICIPATING AGENCIES agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through the good faith efforts of the PARTICIPATING AGENCIES, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Services of Portland, selected by the party who first initiated arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

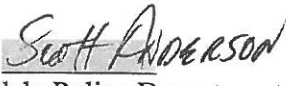
MODIFICATION AND TERMINATION

29. All PARTICIPATING AGENCIES agree that any party to this Agreement may terminate their participation in EMGET by giving all parties involved not less than 30 days written notice.
30. All PARTICIPATING AGENCIES agree this Agreement may be modified or amended by mutual agreement of the parties. Any modifications to this Agreement shall be effective only when incorporated herein by written amendments and signed by the Participating Agency's authorized representative.


CONTRACT ADMINISTRATION

31. GRESHAM designates [Signature], or his successor, to represent GRESHAM in all matters pertaining to administration of this Agreement.
32. FAIRVIEW designates [Signature], or his successor, to represent FAIRVIEW in all matters pertaining to administration of this Agreement.
33. TROUTDALE designates Scott Anderson, or his successor, to represent TROUTDALE in all matters pertaining to administration of this Agreement.
34. MULTNOMAH COUNTY designates Tason Gates, or his successor, to represent MULTNOMAH COUNTY in all matters pertaining to administration of this Agreement.
35. In notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Chief Junginger
Gresham Police Department
1333 N.W. Eastman Parkway
Gresham, Oregon, 97030

Chief 
Troutdale Police Department
219 East Historic Columbia Highway
Troutdale, Oregon 97060

Chief 
Multnomah County Sherriff's Office
503 S.E. Hawthorn Street
Portland, Oregon 97214

Chief 
Fairview Police Department
1300 N.E. Village Street
Fairview, Oregon 97024

36. PARTICIPATING AGENCIES agree to retain all pertinent records associated with this Agreement for five (5) years following the final payment under the agreement or until all audits are complete and claims resolved.

ADHERENCE TO LAW

37. PARTICIPATING AGENCIES agree to comply with all federal, state and local laws and ordinances applicable to this agreement.

NON-DISCRIMINATION

38. PARTICIPATING AGENCIES agree to comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

SUBCONTRACTS AND ASSIGNMENT

39. PARTICIPATING AGENCIES shall not subcontract or assign any part of this agreement without the written consent of the other party.

THIS IS THE ENTIRE AGREEMENT

40. This Agreement constitutes the entire Agreement between the PARTICIPATING AGENCIES. This Agreement may be modified or amended only by the written agreement of the PARTICIPATING AGENCIES.

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IN WITNESS WHEREOF, THE PARTEIS HAVE CAUSED THIS AGREEMETN TO BE EXECUTED BY THEIR DULY APPOINTED OFFICERS ON THE LATEST DATE WRITTEN BELOW.

CITY OF GRESHAM

By: _____

Date: _____

By: _____

Date: _____

Approved as to Form:

Date: _____

CITY OF TROUTDALE

By: Cory R. Leonard

Date: 3/10/14

By: Scott Anderson

Date: 3-10-14

Approved as to Form:

Date: _____

CITY OF FAIRVIEW

By: _____

Date: _____

By: _____

Date: _____

Approved as to Form:

Date: _____

MULTNOMAH COUNTY

By: Daniel Stetson, Sheriff

Date: Mar 3, 2014

By: Jason Stahn, Chief Deputy

Date: 3/3/14

Approved as to Form:

Date: 3/3/14

Exhibit A

I. ALLOWABLE COSTS

A. Personnel. Costs incurred under the Agreement will cover base salaries, and fringe benefits, not to exceed the total amount reflected for each agency as illustrated below. All other costs, including, but not limited to overtime, equipment, and related materials, must be borne by the respective Participating Agency, unless such costs have been approved in writing by the EMGET Sergeant.

Total Maximum Annual Amount to be distributed for personnel to each agency is as follows:

One (1) Gresham Sergeant	
Two (2) Gresham Police Officer	
Gresham Total	
One (1) Troutdale Officer	
One (1) Fairview Officer	

B. Training. Training shall only be reimbursed by GRESHAM, after a request has been submitted by a PARTICIPATING AGENCY in writing and approved by the EMGET Sergeant in writing. A training reimbursement request shall include the scope of the training, the date of the training, and the cost of the training.

II. EXPENDITURE REPORTS / INVOICES

Troutdale and Fairview shall provide related expenditure reports / invoices to Gresham on the fifteen date of the month following the activity that is performed.

III. REIMBURSEMENT

Gresham agrees to reimburse Participating Agencies for quarterly activity no later than sixty (60) days after receipt of an invoice from a Participating Agency. The designated quarterly payment periods are as follows:

- July 1 - September 30
- October 1 - December 31
- January 1 - March 31
- April 1 - June 30

